

EXHIBIT F PART 2

Exhibit File Check List

Lot #: 10141

- Delivery Sheet
- No LPD Eastern Payment Info
- Livestock Contract
- Consignment Contract
- Cleared Part Payment Check
- Cleared Final Payment Check
- Copy of Part Payment Check
- Copy of Delivery Paperwork

SUPERIOR LIVESTOCK AUCTION

1155 North Colorado Avenue
 Brush, CO 80723
 800-523-6610

BUYERS INVOICE

Buyer # 0022-E

Eastern Livestock

Office: 800 687-2333
 Home: 806 373-2333
 Cell: 806 679-7580
 Fax: 806 371-4774

135 West Market
New Albany, IN 47150

LOT # 10141

Delivery Date 11/8/2010

Auction Date 9/24/2010

Contracted:

# Head	Description	Weight	Shrink	Net Wt	Ave Wt	Price	Gross Amount
66	Feeder Heifers		2		750	\$100.25	

Delivered:

64	Feeder Heifers	49760	2	48765	762	\$99.77	\$48,652.84
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Total:

64				48765			\$48,652.84
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Seller: Freeman Farms**Part Payment Paid:** - \$2,640.00**Location:** Tilly, AR**Adjustments:** \$0.00**Destination:** Hale Center, TX**Representative:** Steve Anderson 870 615-1164**Net Due:** \$46,012.84

Superior Livestock Auction attests that all livestock referenced by this document are of USA origin.

Superior Livestock Auction by 

Eastern Livestock
 Did not pay for this Lot

Please remit to Superior Livestock Auction via Wire Transfer or Overnight Delivery of a Check

Please include the Lot Number on your payment

Wire Transfer or ACH To: Bank of Colorado, 301 Clayton St, Brush, CO 80723 Routing #107002448
 Credit: Superior Livestock Auction, 1155 N Colo Ave, Brush, CO 80723 Acct # 4100022896

Address for overnight delivery of a check (Fed Ex, UPS or Express Mail)

Superior Livestock Auction
 1155 N Colorado Avenue
 Brush, CO 80723

Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle referenced on this invoice has been collected and remitted to the proper State Beef Council by Superior Livestock Auction or the appropriate authority.

Thank you for your business. If you have any questions, please call 1-800-523-6610

SUPERIOR LIVESTOCK AUCTION

OT# 10141
 ELLER Freeman Farms
 ANK
 ONTRACT # 23685
 2/1/2010 09:34:23

DELIVERY DATE Nov 8 2010
 501 745-2518

SALE DATE Sept 24 2010
 PAPERWORK REC'D 11/20/20
 Date entered 11/8/2010
 Entered by mgm

#	HEAD	DESC.	WT	SHRNK	SLD	NET WT	AVG.WT.	PRICE	GROSS AMOUNT
ONT	66	Feeder Heifers	2	4		750#	\$ 100.25		
ELV	64	Feeder Heifer	49760	2	4	48765	762#	\$ 99.77	\$ 48,652.84
<hr/>									
OTALS						48765		\$ 48,652.84	

PART PAYMENT	1,980.00
GROSS COMMISSION	973.06
ADDITIONAL COMMISSION	128.00
CONSIGNMENT FEE CREDIT	.00
NET COMMISSION DEDUCTED	1,101.06
BEEF CHECKOFF Tilly, AR	64.00
LA/AR Arkansas Brucellosis Fund \$1.00/head	64.00
OTHER	.00
TOTAL DEDUCTIONS	3,209.06
NET PROCEEDS DISBURSED	\$ 45,443.78

CHECK #	PAYABLE TO	CLEARED
50143	Freeman Farms	45,443.78 11/10/2010 \$ 45,443.78

TOTAL PAID \$ 45,443.78
 UNDERPAID/OVERPAID \$.00

 BUYER Eastern Livestock 812 949-9035
 NEW BUYER Cactus Feeders 800 687-2333 806 371-4774(f)
 BUYER # 0022-EAmarillo, TX 806 679-7580(m) GROSS AMT \$ 48,652.84
 COUNTRY OF ORIGIN USA 10/1/2010 PART PAYMENT \$ 2,640.00
 ADJUSTMENTS \$.00
 NET DUE \$ 46,012.84
 D @ DEL FUNDS SENT VIA
 BUYER CALLED X
 DELIVERY DATE Nov. 1-10, 2010
 SLIDE over the base weight - 4
 LA REP Steve Anderson 870-746-4636 870-615-1164
 DESTINATION Hale Center, TX

46,012.84	11/14/2010	\$ 46,012.84
TOT AMOUNT PAID	\$ 46,012.84	
UNDERPAID/OVERPAID	\$.00	
ADJ TOTAL	\$.00	

MENTS Hale Center Feeders, Trucked by Crystal Livestock Express, Pittsburg
 . SLA PD 11/14



136B

Lot #: 10141

0016

THIS CONTRACT made and entered into this 24th day of September, 2010, in Brush, Morgan County, Colorado by and between Freeman Farms 39335 Hwy 27 Tilly AR 72679 Phone Number, of hereinafter known as SELLER, and Eastern Livestock 135 West Market New Albany IN 47150 Phone, 812-949-9035 Fax, 812-949-9060 Cell, , hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described livestock (the livestock) for the consideration set forth in this contract. VACCINATION PROGRAM: VAC PRECON

# HEAD	KIND/SEX	BASE WEIGHT	PRICE
66	Feeder Heifers	750	\$100.25

BREED TYPE: English, English cross & English Exotic cross. Some will show up to 1/4 ear.

MIXED LOADS: Heifer price will be \$ 0 /CWT under original price of steers.

ORIGIN: Local & Southeast

COUNTRY OF ORIGIN: USA

FRAME: Medium

FLESH: Medium

HORNS: Dehorned

EST WT VARIANCE: Uneven

FEEDING PROGRAM: Native grass, grow ration of hay, cotton burrs & corn gluten.

CURRENT LOCATION: Ranch, Tilly, AR, 55 miles NE of Russellville, AR which is 265 miles E of Oklahoma City, OK

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B.

Ranch Pens

on/between

Nov. 1-10, 2010

at the option of the representative.

WEIGHING CONDITIONS: Gather early, sort & weigh on ground w/a 2%.

SLIDE: If the livestock average over the base weight the price will be adjusted 4 cents per pound for every pound over that weight on the total net pounds.

COMMENTS:

VACCINATIONS: VAC PRECON. BoviShield Gold twice, Preresponse, 7-way & wormed.

AGE/SOURCE VERIFIED: No

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE: Yes IMPLANTED: Not by this owner

BANGS VACCINATED:

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, locoed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes irrevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc.(SLA) of any grievance regarding any livestock within twenty-four (24) hours after arrival. Buyers failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the benefit of Seller \$40.00 per head on 66 head, the sum of \$ 2,640.00 , as part payment, upon entering into this contract and to pay the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ 1,980.00 , as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

SELLER: Freeman Farms

BUYER: Eastern Livestock

BY: *M. Morrow SLA*

BY: *K. Gray SLA*

REPRESENTED BY: Steve Anderson

870 746-4636

870 746-4399

870 615-1164

OPEN HEIFERS: Unless otherwise stated, heifers sold in this contract are not guaranteed open.

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the remainder.

SECURITY AGREEMENT: Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock or any payment item issued or until Superior Livestock Auction, Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

DEFAULT: In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default, Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by law and this contract, including but not limited to the following: If Buyer defaults, he will forfeit his \$40 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder as herein required, Seller shall promptly refund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction to Buyer. Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, attorney's fees, and decline in market value of the cattle.

FAILURE TO DELIVER WITHIN 95% OF CONTRACT: In the event Seller fails to deliver within 95% of the cattle sold, Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

GOVERNING LAW: *All legal actions instituted for any default in payment or lack of sufficient funds in any financial institution to pay checks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.*

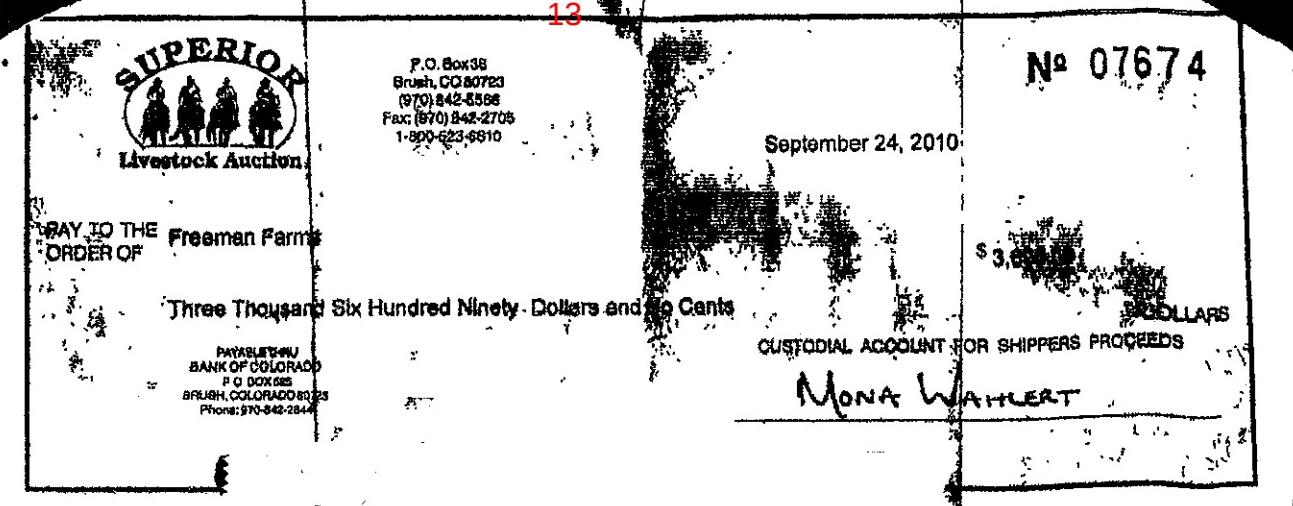
ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association ("the AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications: (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

NO ASSIGNMENT OR DELEGATION: *No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.*

EXECUTION: *Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer, or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.*

ACT OF GOD: Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

ENTIRE CONTRACT: This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.



DDA Debits - 10/12/2010

DDA Debits - 10/12/2010

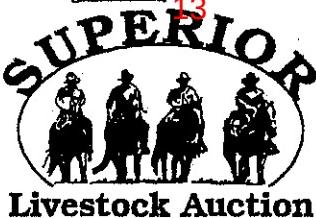
 <p>SUPERIOR Livestock Auction</p>		<p>P O Box 38 Brush, CO 80723 (970) 842-5586 Fax (970) 842-2705 1-800 523-8610</p>	<p>LOT # <u>10141</u></p>	<p>No. 050143</p>
<p>PAY TO THE ORDER OF <u>Freeman Farris</u></p>		<p>DATE <u>11/8/10</u></p>	<p>\$ <u>45443.78</u></p>	
<p>paying five thousand four hundred forty three and <u>78</u> DOLLARS</p>		<p>CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS <u>Steve Lark</u></p>		
<p>PAYABLE THRU BANK OF COLORADO PO BOX 828 BRUSH, COLORADO 80723 Phone 870-842-2944</p>		<p>45443.78</p>		

DDA Debits - 11/09/2010

<p>NOTICE: This check must be endorsed by Payee(s) EXACTLY as name(s) are written on the front of the check. If any Payee is a corporation, other non-individual entity, Bank or other lending institution, check must be signed by an authorized individual, including their title.</p>	
<p>ENDORSE BELOW</p>	

DDA Debits - 11/09/2010

131 E. Exchange Ave., Suite 121
 Fort Worth, TX 76164
 (817) 624-3800
 Fax: (817) 624-3325
 1-800-422-2117



Nº 07674

P.O. Box 38
 Brush, CO 80723
 (970) 842-5566
 Fax: (970) 842-2705
 1-800-523-6610

September 24, 2010

Freeman Farms

53781

7674

39335 Hwy 27

Tilly, AR 72679

Phone: 501-745-2518

LOT #	#HEAD	DESCRIPTION	DELIVERY DATE	BASE WT	PRICE	PART PMT
10096	57	Feeder Steers	Nov. 1-10	875#	\$101.00	\$1,710.00
10141	66	Feeder Heifers	Nov. 1-10	750#	\$100.25	\$1,980.00
TOTAL	123 HEAD			Part Pmt. Paid on	123 HEAD	\$3,690.00

DEDUCTIONS:

No Sale/Scratch Fees: \$0.00

NET PROCEEDS: \$3,690.00



P.O. Box 38
 Brush, CO 80723
 (970) 842-5566
 Fax: (970) 842-2705
 1-800-523-6610

Nº 07674

September 24, 2010

PAY TO THE Freeman Farms
 ORDER OF

\$3,690.00

Three Thousand Six Hundred Ninety Dollars and No Cents

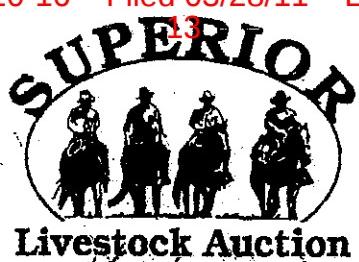
DOLLARS

PAYABLE THRU
 BANK OF COLORADO
 P.O. BOX 525
 BRUSH, COLORADO 80723
 Phone: 970-842-2844

CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS

NON-NEGOTIABLE

131 E. Exchange Ave., Suite 121
Fort Worth, TX 76164
(817) 624-3800
Fax: (817) 624-3325
1-800-422-2117



22:40 Pg 11
N°-050143

P.O. Box 38
Brush, CO 80723
(970) 842-5566
Fax: (970) 842-2705
1-800-523-6610

DATE 11/18/10

SELLER TRAVEL TIME

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

LOT # 10141 BUYER EAS-200

DEDUCTIONS:

PART PAYMENT	1980	00
COMMISSION	773	06
CONSIGNMENT FEE	124	00
BEEF CHECKOFF	64	00
SAVINGS	64	00
TOTAL DEDUCTIONS	3207	06

NET PROCEEDS

45443.



P.O. Box 38
Brush, CO 80723
(970) 842-5566
Fax: (970) 842-2705
1-800-523-6610

Nº 050143

LOT # 10141

DATE 11/31/10

PAY TO THE
ORDER OF

Freemason

8-215443-78

PAYABLE THRU
BANK OF COLORADO
P.O. BOX 525
BRUSH, COLORADO 80723
Phone: 970-842-2844

OFFICE COPY

CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS

~~NON-NEGOTIABLE~~



431 East Exchange, Suite 121
Fort Worth, TX 76164
1-800-422-2117
(817) 624-3800
Fax: (817) 624-3325

P.O. Box 38
Brush, CO 80723
1-800-523-6610
(970) 842-5566
Fax: (970) 842-2705

DESTINATION: _____

LESS PART PAYMENT

TRUCKED BY:

"Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle listed on this invoice has been collected and remitted to the proper State Beef Council by Superior Livestock Auction or the appropriate authority."

NET DUE

<input type="checkbox"/>	CERTIFICATE OF VACCINATION					
CIRCLE ONE	SLA PFIZER	VAC24 SELECTVAC	VAC34 24	VAC34+ 34	VAC45 34+	PRECON 45
Vaccine	Brand Name		Date Given		Administered	
7-way					IM	/ Sub Q
IBR, PI3, BVD & BRSV					IM	/ Sub Q
Boostered					IM	/ Sub Q
Pasteurella					IM	/ Sub Q
Boostered					IM	/ Sub Q
Other					IM	/ Sub Q

The seller hereby certifies that these cattle were administered the above vaccinations.

<input type="checkbox"/>	CERTIFIED NATURAL
<p>The seller certifies that these cattle have NOT been:</p> <ul style="list-style-type: none"> A. Fed or injected with any antibiotics or ingredients containing possible antibiotic residues. B. Fed any antibiotic ionophores. C. Implanted with or fed any synthetic hormones, growth promotants or steroids of any kind. D. Fed any feed containing protein derived from mammalian tissue. 	

<input type="checkbox"/> Age/Source Verified	Database Provider _____	Seller Please Initial _____
--	-------------------------	-----------------------------

The seller attests that all livestock referenced by this document are of _____ origin.

Seller's Signature

Date _____

Note:

Freeman Farms uses a printed tape
to record the lots. The tape for this lot
has been lost. The tape for lot # 10096 is
enclosed.